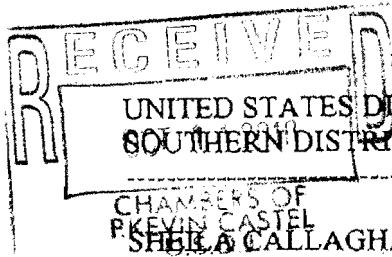


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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHAMBERS OF
KEVIN CASTEL
SHEILA CALLAGHAN, et. al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et. al.,

Defendants.

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 Civ. 9611 (PKC)(JLC)

WHEREAS, plaintiffs commenced this action by filing a complaint on or about October 29, 2007, filing an Amended Complaint on or about November 26, 2007, a Second Amended Complaint on or about January 25, 2008 and a Third Amended Complaint on or about April 29, 2008 alleging that defendants violated plaintiffs' federal civil rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "2" through "84" below.

2. Defendant City of New York hereby agrees to pay plaintiff Audrey Van Vliet, as Executrix of the Estate of Neal Aldrich, Five Thousand (\$5,000.00) Dollars in full

satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

3. Defendant City of New York hereby agrees to pay plaintiff Alexander Appel Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

4. Defendant City of New York hereby agrees to pay plaintiff Julia Asherman Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

5. Defendant City of New York hereby agrees to pay plaintiff Henry Baker Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum,

plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

6. Defendant City of New York hereby agrees to pay plaintiff Robert Barrett Ten Thousand (\$10,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

7. Defendant City of New York hereby agrees to pay plaintiff Sean Basinski Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

8. Defendant City of New York hereby agrees to pay plaintiff Jonathan Beck Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all

liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

9. Defendant City of New York hereby agrees to pay plaintiff Christopher Bland Five Thousand Five Hundred (\$5,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

10. Defendant City of New York hereby agrees to pay plaintiff Sharon Blythe Twenty Thousand (\$20,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

11. Defendant City of New York hereby agrees to pay plaintiff Kurt Braunohler Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

12. Defendant City of New York hereby agrees to pay plaintiff Sheila Callaghan Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

13. Defendant City of New York hereby agrees to pay plaintiff Yuri Cantor Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

14. Defendant City of New York hereby agrees to pay plaintiff Kevin Caplicki Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

15. Defendant City of New York hereby agrees to pay plaintiff John Carman Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs,

expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

16. Defendant City of New York hereby agrees to pay plaintiff Rahul Chadha Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

17. Defendant City of New York hereby agrees to pay plaintiff Amelia Chappelle Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

18. Defendant City of New York hereby agrees to pay plaintiff Scott Codey Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or

former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

19. Defendant City of New York hereby agrees to pay plaintiff Bradford Conover Fifteen Thousand (\$15,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

20. Defendant City of New York hereby agrees to pay plaintiff Sally Corbette-Newman Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

21. Defendant City of New York hereby agrees to pay plaintiff Joshua Cotton Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof,

from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

22. Defendant City of New York hereby agrees to pay plaintiff Kenneth Coughlin Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

23. Defendant City of New York hereby agrees to pay plaintiff Mark Davis Ten Thousand (\$10,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees

24. Defendant City of New York hereby agrees to pay plaintiff Karen DeGeorge Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

25. Defendant City of New York hereby agrees to pay plaintiff Jason Detzel Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

26. Defendant City of New York hereby agrees to pay plaintiff Andrew Dzija Fifteen Thousand (\$15,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

27. Defendant City of New York hereby agrees to pay plaintiff Corey Eastwood Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

28. Defendant City of New York hereby agrees to pay plaintiff Joshua Fisher Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including

claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

29. Defendant City of New York hereby agrees to pay plaintiff John Flanigan Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

30. Defendant City of New York hereby agrees to pay plaintiff Bronwyn Fleming-Jones Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

31. Defendant City of New York hereby agrees to pay plaintiff Neil Freeman Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and

any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

32. Defendant City of New York hereby agrees to pay plaintiff Timothy Gamble Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

33. Defendant City of New York hereby agrees to pay plaintiff Daniel Gillmor Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

34. Defendant City of New York hereby agrees to pay plaintiff Jonathan Goldberg Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from

any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

35. Defendant City of New York hereby agrees to pay plaintiff Arun Gupta Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

36. Defendant City of New York hereby agrees to pay plaintiff Sarah Hackney Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

37. Defendant City of New York hereby agrees to pay plaintiff Niall Heffernan Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

38. Defendant City of New York hereby agrees to pay plaintiff Rebecca Heinegg Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

39. Defendant City of New York hereby agrees to pay plaintiff Clara Hendricks Ten Thousand (\$10,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

40. Defendant City of New York hereby agrees to pay plaintiff Gwen Kash Seven Thousand Five Hundred (\$7,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

41. Defendant City of New York hereby agrees to pay plaintiff James Kelly Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including

claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

42. Defendant City of New York hereby agrees to pay plaintiff Scott Kerns Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

43. Defendant City of New York hereby agrees to pay plaintiff Harishabdh Khalsa Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

44. Defendant City of New York hereby agrees to pay plaintiff Derek Klevitz Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or

former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

45. Defendant City of New York hereby agrees to pay plaintiff Lisa Kozlowski Twenty Thousand (\$20,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

46. Defendant City of New York hereby agrees to pay plaintiff Louisa Krupp Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

47. Defendant City of New York hereby agrees to pay plaintiff William Laviano Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any

agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

48. Defendant City of New York hereby agrees to pay plaintiff Juliana Luecking Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

49. Defendant City of New York hereby agrees to pay plaintiff Robert Martus Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

50. Defendant City of New York hereby agrees to pay plaintiff Sarah Matulis Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

51. Defendant City of New York hereby agrees to pay plaintiff Erin McAdams Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

52. Defendant City of New York hereby agrees to pay plaintiff Tomas Melchor Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

53. Defendant City of New York hereby agrees to pay plaintiff Zoe Mizuho Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

54. Defendant City of New York hereby agrees to pay plaintiff Juliette Moore Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs,

expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

55. Defendant City of New York hereby agrees to pay plaintiff Madeline Nelson Ten Thousand (\$10,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

56. Defendant City of New York hereby agrees to pay plaintiff Brandon Neubauer Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

57. Defendant City of New York hereby agrees to pay plaintiff Peter Noah Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and

any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

58. Defendant City of New York hereby agrees to pay plaintiff Evan O'Donnell Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

59. Defendant City of New York hereby agrees to pay plaintiff Shani Parsons Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

60. Defendant City of New York hereby agrees to pay plaintiff Allesandro Pollex Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any

agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

61. Defendant City of New York hereby agrees to pay plaintiff Mark Read Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

62. Defendant City of New York hereby agrees to pay plaintiff Jessica Rechtschafer Thirty Five Thousand (\$35,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees, including, but not limited to, her claim that she suffered an injury to her right shoulder during her August 26, 2005 arrest and her claim that her arrests of October 29, 2004, April 29, 2005, June 24, 2005 and/or August 26, 2005, exacerbated any pre-existing injuries, including any injuries to her left wrist. Plaintiff does not release claims made in Rechtschafer v. City of New York, 05-CV-9930 (SDNY).

63. Defendant City of New York hereby agrees to pay plaintiff Esther Regelson Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

64. Defendant City of New York hereby agrees to pay plaintiff Jameson Rollins Five Thousand Five Hundred (\$5,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

65. Defendant City of New York hereby agrees to pay plaintiff Barbara Ross Fifteen Thousand (\$15,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

66. Defendant City of New York hereby agrees to pay plaintiff Christopher Ryan Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs,

expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

67. Defendant City of New York hereby agrees to pay plaintiff Caroline Samponaro Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

68. Defendant City of New York hereby agrees to pay plaintiff Wendy Scher Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

69. Defendant City of New York hereby agrees to pay plaintiff Sarah Scheufele Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any

present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

70. Defendant City of New York hereby agrees to pay plaintiff William Schwartz Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

71. Defendant City of New York hereby agrees to pay plaintiff Lisa Shalom Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

72. Defendant City of New York hereby agrees to pay plaintiff Rachel Stein Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all

liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

73. Defendant City of New York hereby agrees to pay plaintiff Sarah Stout Seven Thousand Five Hundred (\$7,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

74. Defendant City of New York hereby agrees to pay plaintiff Daniel Tainow Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

75. Defendant City of New York hereby agrees to pay plaintiff Kaitlyn Tikkun Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

76. Defendant City of New York hereby agrees to pay plaintiff Kelly Tisdale Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

77. Defendant City of New York hereby agrees to pay plaintiff Teresa Torchiano Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

78. Defendant City of New York hereby agrees to pay plaintiff Edward Tristram Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

79. Defendant City of New York hereby agrees to pay plaintiff Florindo Troncelliti Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims

for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

80. Defendant City of New York hereby agrees to pay plaintiff William Tsu Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

81. Defendant City of New York hereby agrees to pay plaintiff Daniel Vatsky Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

82. Defendant City of New York hereby agrees to pay plaintiff Jeffrey Wendt Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and

any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

83. Defendant City of New York hereby agrees to pay plaintiff Obert Wood III Five Thousand (\$5,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

84. Defendant City of New York hereby agrees to pay plaintiff Blue Miner Young Five Hundred (\$500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

85. Defendant City of New York hereby agrees to pay plaintiffs the total sum of \$550,000 in full satisfaction of any costs, expenses and attorneys' fees.

86. Each plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 through 85 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of

this lawsuit, prior to tendering the requisite documents to effect this settlement, each such plaintiff shall notify Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

87. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

88. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

89. Plaintiffs agree to hold harmless the City of New York and the individual defendants regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, the City reserves the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

90. This Stipulation and Order contains all the terms and conditions agreed

Received:

Oct 12 2010 12:41pm

upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

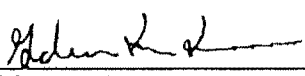
Dated: New York, New York
October 12, 2010

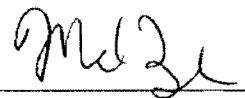
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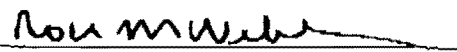
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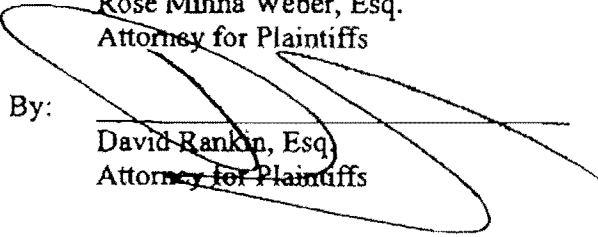
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Attorney for Plaintiffs

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Mark D. Zuckerman
Senior Counsel

By: 
Rose Minna Weber, Esq.
Attorney for Plaintiffs

By: 
David Rankin, Esq.
Attorney for Plaintiffs

SO ORDERED:


U.S.D.J.

10-14-10